



MOBILE HOME CONVERSION TO STORAGE

PLANNING & BUILDING DEPARTMENT • COUNTY OF SAN LUIS OBISPO
976 OSOS STREET • ROOM 200 • SAN LUIS OBISPO • CALIFORNIA 93408 • (805) 781-5600

In order for a mobile home to be converted to a storage building, the project must comply with zoning and building regulations. The owner will be required to record a "Covenant and Agreement Restricting Use of Property" prior to issuance of the permit.

The applicant shall submit:

- A permit application.
- A site plan drawn to scale showing the location of the mobile home that will be converted to storage and all other structures on the property (8.5" x 11").
- A floor plan with dimensions of the mobile home (8.5" x 11"). Note that the heating / cooling equipment, kitchen sink & appliances, washer and dryer will be removed
- A salvage certificate from the Department of Housing and Community Development. Please contact (805) 549-3373 to obtain this permit.

The application will be reviewed for conformance to zoning and building regulations. If the project complies, the applicant will be required to record the "Covenant and Agreement Restricting Use of Property" with required exhibits.

The covenant / agreement requirements are as follows:

- The structure shall not be used for human occupancy.
- The structure will be for the sole use of the landowner and shall not be rented to any other party.
- The foundation support of the storage unit shall be by a California State approved pad/pier and tie down system or an engineered foundation system.
- Skirting of material matching the mobile home or other material as approved by the building official shall be installed unless a perimeter foundation wall is installed.
- The heating / cooling equipment, kitchen sink & appliances, washer and dryer must be removed.
- The applicant agrees to comply with the zoning clearance requirements.



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Recording requested by:

When recorded mail to:

APN _____ Building Permit No. _____

COVENANT AND AGREEMENT RESTRICTING USE OF PROPERTY

THIS COVENANT AND AGREEMENT is made and executed on this _____ day of _____, 20_____, by _____, hereinafter collectively referred to as "Owner". The COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as "County," is hereby made a party to this agreement for the purposes set forth below.

Owner hereby certifies that he is the record owner of certain real property (hereinafter referred to as "Owner's Property") in the unincorporated area of the County of San Luis Obispo, State of California, more particularly described in **Exhibit A** (legal description) attached hereto and incorporated by reference herein as though set forth in full.

Now, therefore, in consideration of the County of San Luis Obispo issuing Construction Permit number _____ for converting a mobile home located on Owner's property as shown in **Exhibit B** (site plan) to a storage building and granting final inspection approval on said permit, Owner does hereby covenant and agree to and with said County, to restrict the use of Owner's Property as follows:

1. Owner agrees to remove kitchen sink, kitchen appliances, heating equipment, clothes washer and dryer.
2. Owner agrees that the use of the building shall be limited to light storage with a live floor load of forty pounds per square foot or less. It shall not be used for human occupancy.
3. Owner acknowledges that the building meets the structural standards for mobile homes but does not meet the structural standards of the current building code.
4. Owner agrees that the building will be used solely for storage by the Owner or the occupants of other legally established buildings on the site and shall not be rented to any other party.

5. Owner agrees to install and maintain in good condition an approved tie-down system for resisting lateral loads as required for mobile homes in the State of California.
6. Owner agrees to have the converted mobile home skirted with material matching the mobile home or other material as approved by the building official when a perimeter foundation wall is not used. This covenant and agreement shall run with the land and shall be binding upon the Owner, any future owners, their successors, heirs or assigns and shall continue in effect unless this covenant and agreement is canceled by the authority of the County of San Luis Obispo. Owner agrees to notify all prospective purchasers or transferees of Owner's Property of the restrictions contained herein and to include such restrictions as deed restrictions running with the land in any future deed conveying Owner's Property.

The County shall have the right to enforce each and every provision of this agreement. In the event the Owner, his heirs, assigns or successors in interest shall fail to perform any obligation hereunder, Owner hereby agrees to pay all costs and expenses incurred by County in securing performance of such obligation, including reasonable attorney's fees.

This Covenant and Agreement and the provisions hereof are irrevocable and non-modifiable except by the written consent of all parties to this agreement, including the County of San Luis Obispo.

Owner and his successors in interest agree to defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Owner, or of the Owner's agents, employees or independent contractors; provided further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Owner, the Owner's agents, employees or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting solely from the negligence or willful misconduct of County or its officers, agents, employees or independent contractors.

Invalidation of any one of the restrictions contained herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has executed this agreement as of the day and year first above written.

OWNER(S)

Note: The signatures on this document must be acknowledged by a Notary.